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17 *successor to CCI Insurance Company, as successor to*
18 *Insurance Company of North America, Pacific*
19 *Indemnity Company and Pacific Employers Insurance*
20 *Company*

21 **UNITED STATES BANKRUPTCY COURT**
22 **NORTHERN DISTRICT OF CALIFORNIA**
23 **OAKLAND DIVISION**

24 In re:

25 THE ROMAN CATHOLIC BISHOP OF
26 OAKLAND,

27 Debtor.

Case No. 23-40523-WJL

Chapter 11

**PACIFIC'S STATUS CONFERENCE
STATEMENT FOR BANKRUPTCY
CASE**

Judge: Hon. William J. Lafferty

Status Conference:

Date: September 26, 2023

Time: 9:30 a.m.

Place: United States Bankruptcy Court
1300 Clay Street
Courtroom 220
Oakland, CA 94612

28 Century Indemnity Company, as successor to CCI Insurance Company, as successor to
Insurance Company of North America, Pacific Indemnity Company ("INA") and Pacific
Employers Insurance Company ("Pacific Indemnity") submits this status conference statement for

1 the September 26, 2023 continued status conference.

2 **I. Formulation of Plan of Reorganization.**

3 The Debtor has not met and conferred with the insurers on the terms of a plan of
4 reorganization, included insurers in any of its communications with the Committee concerning a
5 plan or shared with us any term sheets or drafts of plan documents.
6

7 **II. Proofs of Claim / Claims Allowance Process.**

8 On September 11, 2023, the Bar Date ran. The insurers have not been given access to the
9 proofs of claim and are being barred from accessing the claims register. We have been told that
10 the Debtor is redacting the name of the claimants but have not told when this process will be
11 done. In the other sex abuse bankruptcies, it was sufficient that the identities of the persons filing
12 claims was protected by a protective order acknowledged by the parties in interest for them to
13 access the proofs of claim.
14

15 **III. Mediation.**

16 The Debtor has not met and conferred with the insurers on mediation or the selection of a
17 mediator. In June, Pacific Indemnity, INA and CNA wrote the Debtor asking about mediation.
18

19 **IV. Adversary Proceeding.**

20 **A. Rule 26 Conference.**

21 On September 22, the parties met and conferred on Rule 26 issues and agreed to confer
22 again. As requested by the Court, the parties also met and conferred on a schedule for motions to
23 with the reference. The Debtor indicated that it could respond to a motion to withdraw the
24 reference generally within the time frame set by the rules depending on the date of filing. We
25 will address further when we respond to the Rule 26 issues. We advised the Debtor that we do
26 not think briefing is necessary on whether there is right to a jury trial in a breach of contract case
27 involving 100 plus claims or that this is a productive use of estate resources.
28

1 **B. Defense and Indemnity Costs**

2 At the case conference in August, Pacific Indemnity and INA reported that certain bills for
3 defense costs in the underlying case were in transit when the bankruptcy petition was filed and
4 were held because of the automatic stay. After advising the Court that Pacific Indemnity and INA
5 had met and conferred with Debtor's counsel about paying these bills, payment was issued in
6 August / September in accord with a defense cost agreement put in place with the Debtor pre-
7 petition. We are not aware of any other outstanding defense costs invoices but if there are any
8 that have somehow been missed have asked Debtor's counsel to provide them.
9

10 We are not aware of any settlements or judgments against the Diocese of the claims that
11 were filed during the reviver window. Pacific Indemnity and INA responded to tenders that it
12 received by offering to defend under a reservation of claims where the abuse was alleged to have
13 occurred during its policy periods and reserved rights on indemnity. We refer to these letters for
14 a full statement of the response, In June, we advised the Debtor that we could not locate a tender
15 that the Debtor claims to have made and asked for a copy of it so we could ensure a response.
16 Despite following up, we have not received a response.
17

18 **C. Motions to Dismiss the Adversary Proceeding Complaint.**

19 We asked the Debtor whether it intends to amend its complaint. The Debtor asserts
20 breach of contract in its Adversary Proceedings against all defendants including the California
21 Guarantee Association, which is not a party to any contract, without identifying any contracts,
22 any contract terms or any settlements or judgments that went unsatisfied or defense costs for any
23 claim that have not been paid. If there are settlements or judgments or unpaid invoices, it is of
24 practical and legal importance to know what they are and whether there is a dispute.
25
26
27
28

1 Dated: September 25, 2023

Respectfully Submitted,

2
3 /s/ Karen Rinehart

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